

Gentlemen: I have your draft of contract. I am afraid we cannot agree though I will go as far as I can in justice to the daughter whose ~~has~~ interest in the book is something more than present.

The five year limitation of the contract cannot be waived. There are many reasons for it. All of them embraced in the statement that it is the result of 30 years experience as an author. Of course yours as a publisher is longer, perhaps and no doubt broader; but mine is on the other side. It is an element of all contracts for publication of my books since 1875. A specific reason is that every successful author at some time is sure to require a uniform edition of his works and so need control of the copyright. Another is that it prevents ill-feeling or differences. Either side will endure more when they know that a contract is terminable than if it were ~~permanently~~ permanent.

I would rather the books were never published than under ^{an} unrestricted contract.

The matter of semi-annual accounting may be waived, though it is the express condition on which all my other books are published and I think it only just that a publisher should pay money when due as well as any other ^{factor} agent. ~~If you insist, however that may be waived.~~ Of course no one expected you to pay royalty in August on books on sale and yet ~~accounted for~~ ^{accounted for} but only on those paid up to that time.

In phrasing the 14th paragraph, perhaps by inadvertence, you inserted the words ^{end of 7" line} "and the said plates;" The copyrighter has no interest in the plates and the only

reason for providing for their sale is to secure their destruction or prevent their further use. To add them to the books and affix the limitation of "prime cost" might deprive the copy-righter of any interest in the sale, very unjustly. One half the receipts above "prime cost" on the books, is exactly just. Nobody can expect more plates to meet "prime cost" which includes composition &c. This cannot be accepted.

I notice in paragraph VI - an omission of my own. ~~The words~~ After the words "Provided they", 4" line from top, should be inserted the words "shall copyright the said work in these countries in the name and for the

benefit of the party of the First Part
and."

You will see the necessity for
this. If not so copyrighted the
right of the copywriter might be lost.
~~Justice~~

I do not know any other modifi-
fications that we desire and there
are no others suggested that we
could accept.

Yours very truly
Wm W. Bourne
Rgh